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GRAND JURY REPORT ON SALOON OWNERSHIP HERE IS MADE PUBLIC

Sub-committee Finds "Irregularities But No Ground for Criminal Action"

The report of the sub-committee of the territorial grand jury probing saloon ownership conditions in Honolulu, was made public last night. The report says:

Honolulu, T. H., July 29, 1914.

"To the members of the grand jury, Gentlemen: The committee appointed by the foreman of this grand jury for the purpose of investigating the relations existing between various holders of retail liquor licenses and private individuals has submitted the following report:

"In the first place we wish it understood that the evidence and information received by the committee has been most conflicting, and it has been very difficult to arrive at any accurate decision.

"The following, however, is what we believe to be the actual facts:

"In 1910 the liquor commissioners adopted a regulation to the effect that no wholesale liquor dealers could be interested in or hold a saloon license.

"We understand that since that time each and every one of the individual applicants for a saloon license have stated to the liquor commissioners that they were the only parties interested in the saloon under consideration, and the evidence given to this committee was along the same lines.

"As the Pacific Saloon has figured conspicuously in the controversy we will consider that first.

"Prior to 1910 the Pacific Saloon was owned by Messrs. W. C. Peacock & Co., and the license for same was issued in their name. In the early part of 1910 Messrs. Peacock & Co. sold this saloon to Mr. C. G. Bartlett for the sum of \$8000, and later Mr. Bartlett sold a half interest in same to Mr. Emil Waterman for \$4500. License Granted to Cornyn.

"When application was made to the liquor commissioners for a saloon license, Mr. Philip F. Cornyn was the applicant for the Pacific Saloon. The license was granted to Mr. Cornyn, and so far as the commissioners of the public knew Mr. Cornyn was the only interested party in the saloon.

"From July 1st, 1910, until July 1st, 1911, we are led to believe that Mr. Cornyn was only an employee, working on a salary.

"On July 1st, 1912, there was a co-partnership agreement entered into, whereby C. G. Bartlett, Emil Waterman and Philip F. Cornyn became equal owners in the Pacific Saloon, having each a one-third interest.

"Mr. Cornyn borrowed the money, paying the Honolulu Brewery his note for \$7000, with a mortgage on the saloon as security.

"This arrangement apparently proved satisfactory to all concerned, Mr. Bartlett and Mr. Waterman receiving their pro rata of the profits, being two-thirds of same, and Mr. Cornyn receiving one-third.

"Mr. Cornyn apparently retained \$150 per month for living expenses, the balance of his share of the profits being paid to the brewery on account of his note.

"Upon the payment of this note Mr. Cornyn held his one-third interest clear.

"There can be no doubt but that the agreement of co-partnership was fully understood by the three interested parties, as the terms of same were conscientiously lived up to.

"In 1912 Mr. Cornyn had an opportunity to purchase the Pacific Saloon, and sold his interest in the Pacific Saloon for that purpose. Mr. Bartlett consummated the sale and sold the one-third interest to Mr. Charles Lynch for \$7000, the brewery lending Mr. Lynch the money on his note secured by a mortgage on the saloon.

"On February, 1912, Mr. Bartlett and Mr. Lynch entered into an agreement whereby upon the payment of the \$7000 note by Mr. Lynch, he, Lynch, would then have his one-third interest in the Pacific Saloon clear. This agreement gives Mr. Bartlett a two-thirds interest in the saloon, Mr. Bartlett having, however, a private agreement with Mr. Emil Waterman, whereby Waterman still retains a one-third interest. This agreement, however, is without the knowledge of Mr. Lynch.

"Secures Note From Lynch.

"About the time the agreement with Mr. Lynch is made, Mr. Bartlett secures a note from Mr. Lynch for \$7000, secured by another mortgage on the saloon. This mortgage was not recorded, as we are told that the note did not represent any of the purchase price of the saloon, but simply to be held by Mr. Bartlett as security in case of any slip, and he should not receive his two-thirds of the profits. He then could, if he so desired, collect on this second note.

"The agreement between Mr. Bartlett as a two-thirds owner and Mr. Lynch, owning one-third, was apparently fully understood by both parties. Mr. Lynch's affidavit to the contrary notwithstanding, as the conditions of same were always adhered to, to the effect that two-thirds of the profits were paid to Mr. Bartlett, and in addition thereto Mr. Lynch paid a certain amount from his one-third profit to apply to his indebtedness to the brewery.

"It might be well to state that all amounts paid by Mr. Lynch were by check payable to the brewery. Mr. Bartlett cashing same and distributing the money in accordance with the agreement, he remitting one-half of his two-thirds profit to Mr. Waterman, he being a one-third owner as per private agreement between Mr. Bartlett and Mr. Waterman.

"This agreement was apparently satisfactory to all concerned until Mr. Lynch decided that he wanted to sell out.

"About this time Mr. Waterman appeared on the scene, and meeting Mr. Lynch, told him that he, Waterman,

owned a one-third interest, which Lynch denied and said that anyone could claim that, but it didn't interest him.

"Mr. Lynch then consulted an attorney, and was advised that neither Mr. Bartlett nor Mr. Waterman had any standing as owners, and that Mr. Bartlett could not recover from him in any suit at law.

"That he was the sole owner of the license and could do as he pleased with the saloon, and that Messrs. Bartlett and Waterman could be thrown out of court on any claim to ownership.

"This course is apparently within the law, as Mr. Lynch acted upon the advice, sold the saloon for \$14,000, keeping the entire proceeds.

"Mr. Lynch then, through his attorney, demanded the cancellation of the note and mortgage given to the brewery, claiming that he had paid same, he being sole owner of the saloon, and that all moneys paid to the brewery were to apply to his indebtedness.

Bartlett Paid Balance.

"Mr. Bartlett then realized his position as silent partner and was evidently convinced that he had no legal claim, consequently paid the balance due on the note in favor of the brewery, something over \$5,000, and cancelled the note and mortgage returning same to Mr. Lynch.

"It must be remembered that Mr. Bartlett and Mr. Waterman had been receiving each one-third of the profits from the Pacific saloon for four years, and naturally Mr. Bartlett called upon Mr. Waterman to make good one-half of the amount paid the brewery on account of the note given by Mr. Lynch.

"This liability was repudiated by Mr. Waterman, thereby placing him in the unique position of receiving his full share of the profits, but standing none of the losses.

"The above transactions cover the financial dealings of the Pacific saloon as near as your committee can ascertain.

"As regards the Fashion Saloon and its license.

"We are unable to find that there is any one interested as owner in this saloon except Mr. Cornyn, the holder of the license.

"From the profits which he made in the Pacific saloon he was, with financial assistance, able to buy this saloon from Mr. Davis, and from all the evidence obtainable does not divide his profits with any one, but is steadily reducing his indebtedness.

"Regarding the lease of this property.

"The original lease was from the trustees of the Campbell Estate to K. Matsumoto, which is recorded Liber 220, p. 110.

"In September, 1909, Matsumoto leased the saloon premises to J. T. Scully, recorded Liber 220, pp. 489-491.

"In August, 1910, Mr. Scully transferred the lease to Mr. D. H. Davis and in January, 1912, Mr. Davis transferred same to Mr. Cornyn, same being recorded Liber 283, pp. 110-112.

"In November, 1913, Matsumoto sold his original lease to Mr. C. G. Bartlett for \$13,000, recorded Liber 396, p. 142.

Bartlett Owns Lease.

"The lease is now owned by Mr. Bartlett but is subject to the terms and conditions of the lease from Matsumoto to Mr. Scully and later transferred to Mr. Davis and then to Mr. Cornyn. Mr. Bartlett receiving from Mr. Cornyn a rental of \$125 per month.

"We have investigated and inquired into the ownership of other saloons and cannot find any evidence to show that other than the holder of the license is in any way interested as a partner.

"We believe that the majority of the saloon owners are to a more or less extent assisted financially by the brewery as well as the wholesale liquor dealers, but the transactions are on a loan basis, the mortgages appearing of record.

"The liquor commissioners were acquainted with practically all of the transactions mentioned in this report, in the face of which they saw no reason why the various licenses should not be renewed or transferred to other owners.

"The license commissioners are in absolute control of the situation. They can make a license valuable or otherwise by insisting that the holders of the license comply with, not only the law, but all regulations adopted by the commission.

"The cancelling of one or two licenses for evading regulations would soon teach a holder of a license that there was some value to the license if he conducts his business properly; on the contrary if he does not, the license wouldn't be worth the paper it is written on.

"There should be no need of a grand jury investigation into the liquor business; the liquor commissioners are the judges, and they should stop any questionable transactions by refusing to renew licenses where such evidence is proven to their satisfaction.

"We understand that the transactions related in this report are not of a criminal nature and no action can be brought against any of the parties interested. At the same time it is conceded and admitted that they are somewhat irregular, but within the law. In this connection we respectfully recommend that the liquor law be amended so as to authorize the liquor commission to require and administer oaths touching any matter concerning their powers and duties and that false swearing be included in the statute regarding perjury.

"(Signed) J. A. Gilman, F. E. Richardson, A. J. Campbell, Ed. Tossie, John Lucas, Chas. S. Deaky.

"You seem to be having a struggle over that letter. Yes, I want my wife to think I miss her, but I don't want her to get to feeling so sorry for me that she'll bustle home."

F. D. Lowrey Named to Succeed Castle on Liquor Board



Frederick D. Lowrey, who was named a member of the liquor license commission by Governor Pinkham this morning, to succeed A. L. Castle.

Frederick D. Lowrey, secretary of Lowrey & Cooke, was appointed a member of the Oahu liquor license commission this morning by Governor Pinkham.

Mr. Lowrey will succeed A. L. Castle of the commission whose resignation, tendered some time ago, was accepted this morning by the chief executive.

Mr. Castle, who was chairman of the commission, offered his resignation at the time he became a candidate for the legislature. He stated that he considered this action advisable under section 17 of the Organic Act which inhibits a member of the legislature from holding another government position during the term for which he is elected to the legislature.

The commission will meet this afternoon at 3:30 o'clock, but it is not likely that it will reorganize. Mr. Lowrey has not yet filed his oath with the secretary of the territory. The commissioners seen this morning had no prediction to make as to who will succeed Mr. Castle as chairman.

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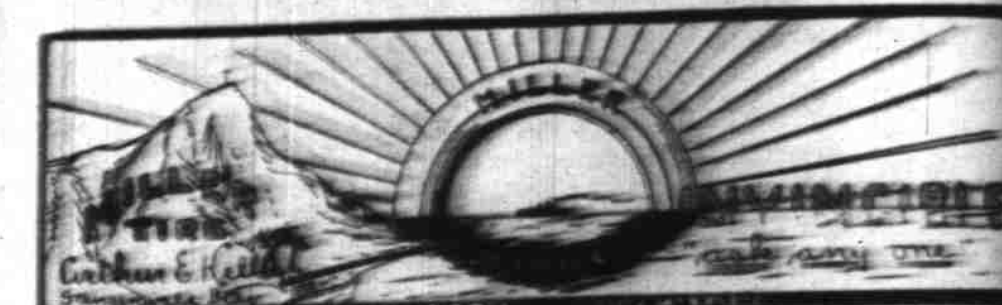
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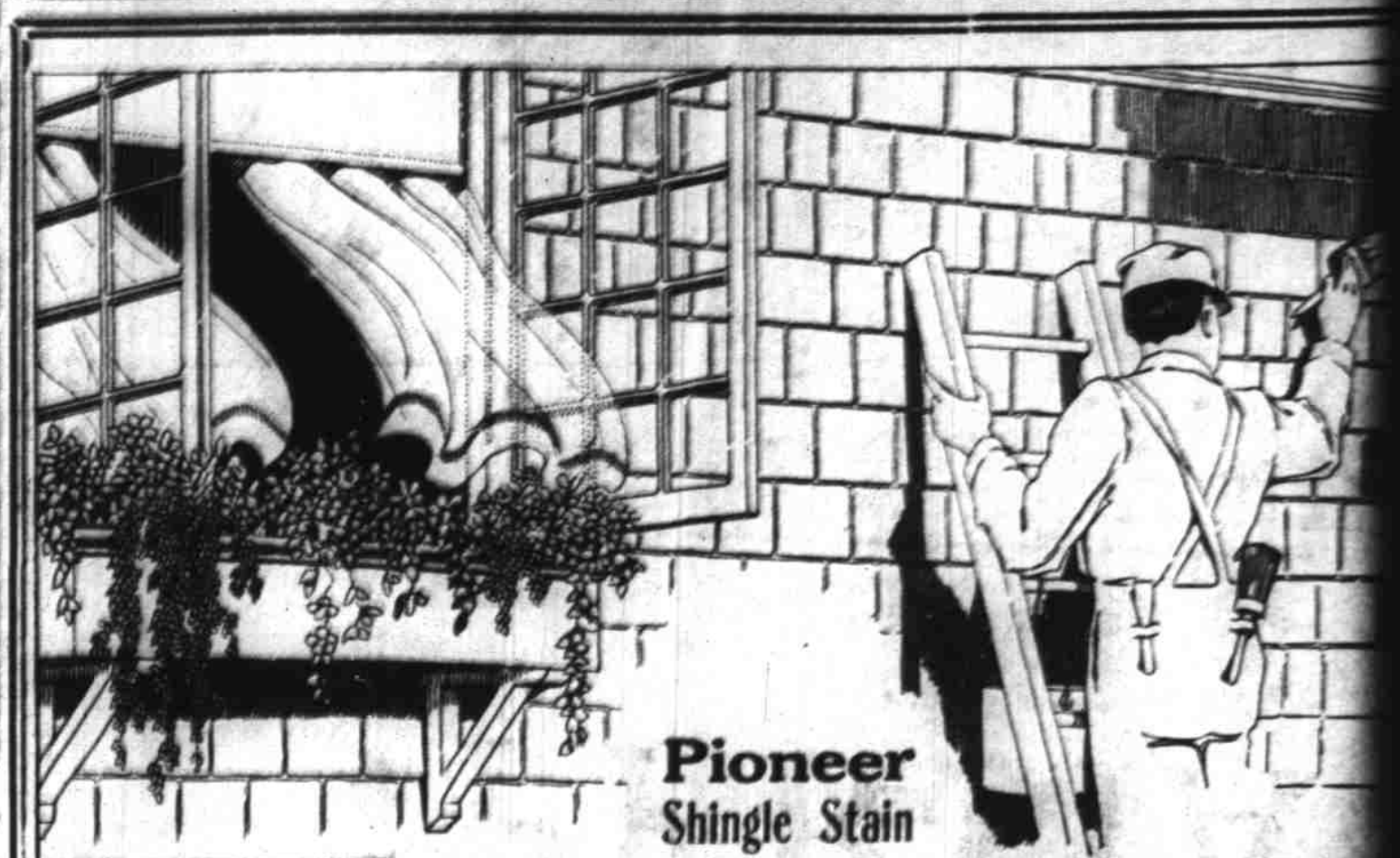
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